TRANSAGENT OPERATOR DOO
BEOGRAD
Br. 670/2024
Datum 20.03.2024 god.

UGOVOR	CONTRACT
O PRUŽANJU USLUGA VUČE VOZOVA	ON THE PROVISION OF TRAIN TOWING SERVICES
Zaključena dana 20.03.2024. godine između:	Concluded on 20.03. 2024 between:
1. CRSC INTERNATIONAL CO. LTD. OGRANAK BEOGRAD, sa sedištem na adresi Majevička 2M Beograd, registrovan u Agenciji za privredne registre, pod matičnim brojem 29507678, zakonski zastupnik ogranka Yang Xu, (u daljem tekstu: „**Naručilac usluga**“)	1. **CRSC INTERNATIONAL CO. LTD. OGRANAK BEOGRAD** with its registered office at Majevička 2M Belgrade, registered at the Business Register Agency under number 29507678, represented by Mr. Yang Xu, the statutory representative of branch office (hereinafter referred to as the "**Agent**")
2. TRANSAGENT OPERATOR DOO BEOGRAD, sa sedištem na adresi Uzun Mirkova 3/3, Beograd, matični broj 20997923, PIB 108430447, koga zastupa direktor Lazar Radaković i Alberto Kontuš (u daljem tekstu: „**Pružalac usluga**“)	**2. TRANSAGENT OPERATOR DOO BELGRADE**, with its registered office at Uzun Mirkova 3/3, Belgrade, registration number 20997923, Tax Identification Number: 108430447, represented by the the director Lazar Radaković and Alberto Kontuš (hereinafter referred to as the "**Service Provider**")
Naručilac usluga i Pružalac usluga u daljem tekstu: „Ugovorna strana“ ili zajedno „Ugovorne strane“.	Agent and Service Provider hereinafter referred to individually as "Party" and collectively as "Parties".
Preambula	**Preamble**
S OBZIROM DA je Narodna skupština Republike Srbije na sednici održanoj dana 29.05.2017. godine donela Odluku o Nacionalnom programu javne železničke infrastrukture za period od 2017. do 2021. godine kojom se predviđa Rekonstrukcija i modernizacija pruge Beograd - Novi Sad - Subotica - granica sa Mađarskom (Kelebija) - (Budimpešta) - deonica pruge Beograd centar – Stara Pazova (Projekat);	**WHEREAS,** the National Assembly of the Republic of Serbia at the session held on May 29, 2017 passed the Decision on the National Program of Public Railway Infrastructure for the period from 2017 to 2021, which envisages the Reconstruction and modernization of the railway Belgrade - Novi Sad - Subotica - border with Hungary (Kelebija) - (Budapest) – Novi Sad - Subotica section (the “Project”);
S OBZIROM DA je Projekt u fazi testiranja u cilju dobijanja upotrebne dozvole;	**WHEREAS,** the Project is in the testing phase for the purpose of obtaining a use permit;
S OBZIROM DA Pružalac usluga poseduje opremu/mehanizaciju i ljudstvo neophodno za testiranje Projekta;	**WHEREAS,** the Service Provider has the equipment/machinery and manpower necessary for the testing of the Project;

TAKO SU se Ugovorne strane sporazumele kako sledi	**NOW, THEREFORE**, the Parties have agreed as follows
Predmet Ugovora	**Subject Matter of the Contract**
Član 1.	**Article 1**
Ovim Ugovorom definišu se prava i obaveze između Naručioca usluga i Pružaoca usluga, a u vezi sa pružanjem usluge vuče vozova sa mašinovođom, radi obavljanja vuče vozova za potrebe testiranja novoizgrađene pruge na deonici Novi Sad – Subotica i na deonici Sremski Karlovci – Novi Sad kod koje će ETCS L2 biti pušten u rad zajedno sa novoizgrađenom deonicom, u okviru Projekta, u skladu sa ponudom koja je data kao Prilog 1 ovom Ugovoru i čini njegov sastavni deo.	This Contract defines the rights and obligations between the Agent and the Service Provider , in relation to the provision of train towing services operated by a train driver, for the purpose of testing the newly constructed railway section Novi Sad – Subotica and the section Sremski Karlovci - Novi Sad where the ETCS L2 system will be put into service together with the newly constructed railway section, as a part of the Project, in accordance with the offer given as Appendix 1 to this Contract that is an integral part hereof.
Pod uslugom vuče vozova podrazumeva se usluga vuče voza sa lokomotivom Siemens Vectron (A35) čija je specifikacija data kao Prilog 2 ovog Ugovora i čini njegov sastavni deo (u daljem tekstu: *„Lokomotiva"*) i sa mašinovođom na gore navedenoj relaciji, vođenje putnog lista od strane mašinovođe i učestvovanje u probi kočnica sa osobljem Naručioca usluga (u daljem tekstu: „**Usluga**").	The train towing service refers to the train towing service with the locomotive Siemens Vectron (A35) whose specification is given as Appendix 2 to this Contract and forms an integral part hereof (hereinafter the **"Locomotive"**) and with the train driver on the above-mentioned route, keeping the train journey form by the train driver and participating in the brake test with the staff of the Agent (hereinafter the „**Service**").
Naručilac usluga se obavezuje da obezbedi obuku osoblja Pružaoca usluga za korišćenje signalnih sredstava i sredstava komunikacije neophodnih za bezbedno kretanje po predmetnoj deonici.	The Agent shall provide training for the staff of the Service Provider for the use of signals and means of communication necessary for safe driving on the subject section.
Uslovi pružanja usluge	**Terms of service**
Član 2.	**Article 2**
Pružalac usluga pruža Uslugu na osnovu pisanog zahteva Naručioca usluga u kome će biti navedeno sledeće:	The Service Provider provides the Service upon the written request of the Agent which will specify the following:
– Najavu potrebe za korišćenjem Lokomotive za vuču vozova za 7-dnevni period korišćenja Usluge, koju je potrebno dostaviti najmanje 4 (četiri) dana pre iskazane potrebe. Izmene plana je moguće dostaviti najkasnije 48 sati pre realizacije;	– Announcement of the need to use the Locomotive for towing trains for a 7-day period of using the Service, which must be submitted at least 4 (four) days before the stated need. Amendments of the plan have

	to be delivered not later than 48 hours before the realization of the plan;
– Deonicu novoizgrađene pruge na deonici Novi Sad - Subotica i/ili Sremski Karlovci – Novi Sad na kojoj će se izvršiti testiranja pruge;	– The section of the newly built railway on the section Novi Sad – Subotica and/or section Sremski Karlovci – Novi Sad, on which the railway will be tested; –
– Očekivani broj časova i ostvarenih km korišćenja Lokomotive i mašinovođe u 7-dnevnom periodu korišćenja Usluge;	– Expected number of hours and envisaged km of use of the Locomotive and the train driver in the 7-day period of using the Service;
– Vrstu i opis testiranja koja će se vršiti u datom periodu korišćenje Usluge;	– The type and description of testing that will be performed in the given period of Service use;
– Stanicu dostave Lokomotive.	– Railway station of Locomotive delivery.
Ukupna ostvarena kilometraža tokom perioda testiranja ne može biti veća od 20 000 km. Dodatni rad je moguć, uz odobrenje vlasnika, i vršenje periodičnog pregleda vozila. Troškovi periodičnog pregleda iznose 7 000 EUR. U zavisnosti od raspoloživosti tehničara vlasnika/ sertifikovane radionice moguće ih je organizovati i u Srbiji.	Total volume of driven milage during period of test shell not exceed 20 000 km. For additional service, approval of owner and periodical technical inspection is required. Cost of periodical inspections are 7 000 EUR. It could be arranged in Serbia, depending on a disposal of technical stuff of the owner/workshop.
Cena za pružanje usluge	**Price for providing the service**
Član 3.	**Article 3**
Cena dnevnog najma (24 časa) Lokomotive i mašinovođe iznosi EUR 4.250 u RSD protivvrednosti i obuhvata period od najviše 12h u toku jednog kalendarskog dana. Radi izbegavanja svake sumnje, Ugovorne strane su saglasne da se dnevni najam Lokomotive odnosi na najam Lokomotive u toku jednog dana, čak iako najam traje manje od 12 sati, te da će se u svakom slučaju primeniti puna cena dnevnog najma. Sve druge eventualne usluge naplaćuju se prema zvaničnom cenovniku Pružaoca usluga, koji je dat kao Prilog 3 ovom Ugovoru i koji čini njegov sastavni deo.	The daily rental price (24 hours) of the Locomotive and train driver is EUR 4.250 in RSD countervalue and covers a period of maximum 12 hours in one calendar day. For the avoidance of doubt, the Parties agree that the daily rental of the Locomotive refers to the rental of the Locomotive for one day, even if the rental lasts less than 12 hours, and that in any case the full price of the daily rental will apply. All other possible services are charged according to the official price list of the Service Provider, given as Appendix 3 to this Contract, which forms an integral part hereof.
Minimalni period pružanja Usluga od strane Pružioca Usluga je 90 dana. Otkazivanje Usluga pre isteka minimalnog roka od 90 dana ne umanjuje iznos ugovorene naknade za pružene Usluge za minimalno ugovoreni period.	Minimal period of provision of Services by Service provider is 90 days. Cancellation of Service before the expiration of the minimal agreed term of 90 days will not decrease the price for the Services for minimal agreed period.

Navedene jedinične cene se iskazuju u evrima, bez obračunatog PDV-a na ugovornu cenu. Plaćanje se vrši u dinarima po srednjem kursu NBS na dan izdavanja avanskog računa. Naručilac usluga je dužan da izvrši plaćanje na način i u rokovima definisanim u ovom Ugovoru Naručilac usluga će snositi troškove realizacije bankarske transakcije.	The stated unit prices are expressed in Euro, VAT is not included in the contract price. Payment currency is Serbian Dinar converted by the NBS median exchange rate on the date of issuance of the advance invoice. Agent shall make payments in the manner and within the deadlines defined by this Contract . The Agent shall pay the costs of the bank transaction.
Troškovi prevoza Lokomotive na relaciji Nemačka – Srbija – Nemačka iznose 29.500 eur i biće u potpunosti namireni od strane Naručioca usluge pre početka pružanja Usluge u roku od 7 dana od dana dostave fakture. Troškovi zamene pantografa iznose 4200 EURa. Plaćanje 7 dana po ispostvaljanju fakture Agentu. Troškovi dobijanja TSI sertifikata za korišćenje Lokomotiva na ETCS linijama su 3750 EUR. Test se sprovodi po završetku pružanja usluge u Srbiji i predaje Lokomotive vlasniku. Plaćanje je 7 dana po ispostvaljanju fakture Agentu.	The costs of the transport of the Locomotive on the destination Nemačka – Srbija – Nemačka is Eur 29.500 and will be born by the Agent before the commencement of provision of Services within 7 working days after the invoice is delivered to the Agent. Cost of replacement of pantograph are 4200 EUR. Payment shell be carried out 7 working days after the invoice is delivered to the Agent. Cost of retest for issuing TSI approval for ETCS lines are 3750 EUR. Retest is done after finishing service in Serbian and handover to owner of Locomotive. Payment shell be carried out 7 working days after the invoice is delivered to the Agent.
Član 4.	**Article 4**
Cenu za Usluge iz člana 3. ovog Ugovora Naručilac usluga će platiti prema sledećoj dinamici: 1. 50% ukupnog iznosa najma, 7 radnih dana nakon potpisivanja ugovora/potvrde ponude 2. 15% ukupnog iznosa najma, prema fakturi koja će biti izdata u julu 2024, datum valute 05.07.2024 3. 15% ukupnog iznosa najma, prema fakturi koja će biti izdata u avgustu 2024, datum valute 05.08.2024 4. 20% ukupnog iznosa punog najma, prema fakturi koja će biti izdata u septembru 2024, datum valute 05.09.2024 Fakture će u skladu sa Zakonom o elektornskom fakturisanju biti unete na SEF, a kopije će biti dostavljane na adresu za dostavu fakture: Industijska 1/bb, ulica za Kineske železnice, 21 000 Novi Sad, kao i e-mail-om na adresu: yu.hui@crsc.rs	The Agent shall pay the price for providing of the Services referred to in Article 3 as listed: 1. 50% of full rental amount, 7 working days after signing contract/approval of offer. 2. 15% of full rental amount, by invoice to be issued in July, 2024; due date July 5th 2024 3. 15% of full rental amount, by invoice to be issued in August, 2024; due date August 5th 2024 4. 20% of full rental amount, by invoice to be issued n September, 2024, due date September 5th 2024 The invoices shall be uploaded to SEF in accordance with Law on electronic invoicing, and copies thereof shall be sent to the address Industrijska 1/bb, ulica za Kineske železnice, 21000 Novi Sad and by e-mail to yu.hui@crsc.rs

Član 5.	Article 5
Za neblagovremeno plaćanje, Pružalac usluga zadržava pravo obračunavanja, zakonom utvrđene, zatezne kamate.	In the event of a late payment, the Service Provider reserves the right to charge the statutory interest on arrears.
Član 6.	**Article 6**
Ugovorene cene definisane ovim Ugovorom su fiksne i ne mogu se menjati tokom važenja Ugovora, bez saglasnosti Ugovornih strana. Ukoliko Lokomotiva 1. Ne može biti dostavljena na vreme za testiranje ETCS L2 u Srbiji ili 2. Ne podržava ETCS L2 test ili 3. Ne može da okonča ETCS L2 kako je ugovoreno Iznosi plaćeni u skladu sa ovim Ugovorom za Usluge biće vraćeni Agentu od strane Pružaoca usluga. Radi izbegavanja svake sumnje, plaćeni iznos će se vratiti u nominalnom iznosu, bez bilo kakve kamate i drugih uvecanja.	The agreed prices defined by this Contract are fixed and cannot be changed during the term of the Contract, without an agreement of the Parties. If the Locomotive 1. cannot be delivered on time to Serbia for ETCS L2 tests or 2. cannot meet the ETCS L2 tests or 3. cannot complete the ETCS L2 test as agreed by both parties, the amounts paid in accordance with this Contract for the Services shall be returned to the Agent by the Service Provider. For the avodiance of doubt, the paid amount will be returned in the nomnial amount, with any interest and other increases.
Obaveze pružaoca usluge	**Obligations of the Service Provider**
Član 7.	**Article 7**
Pružalac usluga se obavezuje:	The Service Provider undertakes:
– da blagovremeno dostavi ispravnu Lokomotivu sa mašinovođom za brzine do 200 km/h;	– to timely deliver the Locomotive for speeds up to 200 km/h in good condition, with the train driver;
– da obezbedi Lokomotivu opremljenu sa 1. ETCS-L2 on-uređajem, Verzija: Baseline 3 (Baseline 2 je prihvatljiv) 2. Pantografom širine klizača: 1600mm	– To deliver Locomotive with installed 1. ETCS-L2 on-board unit, Version: Baseline 3 (Baseline 2 acceptable) 2. Width of pantograph: 1600mm
– Da obezbedi izradu Ključeva i punu podršku Key Management Centra vlasnika Lokomotive; –	– To enable Key Generation and full support of owners Key Management Center; –
– Da omogući uspešnu instalaciju Ključeva na Lokomotivi, pre otpreme iz Nemačke;	– To enable the key installation on the Locomotive successfully before the shipment from Germany;

– Obezbedi dnevno očitavanje podataka sa JRU i isporuku analize preuzetih podataka;	– To enable daily readout of memory from JRU and delivery of analytics of downloaded data;
– Da po potrebi omogući inspekciju lokomotive pre dolaska od strane tenhičara Agenta;	– If needed, to enable inspection of locomotive by Agent's technicians prior to arrival;
– da mašinovođa postupa u skladu sa naređenjima koje izdaje osoblje Naručioca usluga odnosno lica ovlašćenog od strane Naručioca usluga, a koje se odnose na pripremu voza za saobraćaj kao i za eventualne neplanirane manevarske poslove; –	– that the train driver acts in accordance with the orders issued by the staff of the Agent or a person authorized by the Agent, which relate to the preparation of the train for operation as well as for any unscheduled maneuvers; – that the train driver has the locomotive license in Serbia;
– da mašinovođe poseduju dozvolu za upravljanjem vučnim vozilom za teritoriju Srbije;	– that the train driver has the locomotive license in Serbia;
– da mašinovođa vodi putni list, radni nalog i evidenciju dnevno pređenih kilometara,	– that the train driver keeps the train journey, work order and daily record of realized km;
– da izvrši upoznavanje svog osoblja vuče sa procedurama iz Sistema za upravljanje bezbednošću Pružaoca usluge koje se odnose na postupke u slučaju nesreća i nezgoda;	– to familiarize its towing staff with the procedures from the Security Management System of the Service Provider related to the procedures in case of accidents and incidents;
– da mašinovođa u svemu postupa u skladu sa važećim propisima koji regulišu bezbedno i uredno izvršenje železničkog saobraćaja;	– that the train driver acts in all aspects in accordance with the applicable regulations governing the safe and orderly operation of railway traffic;
– da nadoknadi štetu u slučaju da je ona nastala odgovornošću Pružaoca usluge;.	– to compensate any damage caused by the Service Provider;
– da Naručiocu usluga dostavi spisak mašinovođa;	– to submit to the Agent a list of train drivers;
– Bez saglasnosti Naručioca usluga nije moguće koristiti Lokomotivu za druga testiranja.	– without the permission of the Agent, no other test content shall be performed by the Locomotive.
Naručilac usluga će preduzeti sve potrebne radnje neophodne za organizaciju rasporeda, koordinacije i potvrde bezbednosti testiranja.	Agent shall undertake all necessary actions needed for the scheduling organization, coordination, and safety confirmation of the testing.

Obaveze Naručioca usluga	Obligations of the Agent
Član 8.	**Article 8**
Naručilac usluga je u obavezi da:	The Agent is responsible:
– obezbedi uslove za bezbedno odvijanje testiranja, – dostavi potvrdu ovlašćenog nadzora Projekta sa definisanim uslovima kretanja Lokomotive;	– to ensure conditions for safe performance of the test – to submit confirmation with defined conditions for movement of Locomotive issued by supervision of the project
– da koordinira kretanjem Lokomotive na deonici testiranja i izdaje upustva za postupanje mašinovođe na engleskom/srpskom jeziku;	– to coordinate movement of Locomotive at the test section and to give orders for activities of train driver in English/Serbian language;
– da blagovremeno pošalje pisani zahtev u skladu sa čl.2 ovog Ugovora;	– to send a written request in a timely manner in accordance with Article 2 of this Contract;
– da obezbedi sredstva za komunikaciju u slučaju vršenja neplaniranih manevarskih poslova;	– to provide means of communication in the case of any unscheduled maneuvers;
– osigura da stručno osoblje koje obavlja poslove kod voza u svemu postupa u skladu sa važećim propisima koji regulišu bezbednost i urednost železničkog saobraćaja;	– secure that the professional staff performing work on the train act in all respects in accordance with applicable regulations governing safety and regularity of railway traffic;
– Naknadi štetu Pružaocu usluga nastalu greškom zaposlenih i/ili ovlašćenih lica Naručioca usluga;	– compensate the damage to the Service Provider, caused by the mistake of the employees and/or authorized persons of the Agent.
– Obezbedi osvetljeno i drumskim vozilom pristupačno mesto/kolosek za vreme stajanja Lokomotive van službe i da omogući pristup radnicima obezbedjenja Pružaoca usluge.	- secure place/railway which is light and easily accessible by the road vehicle, for parking of Locomotive when not in services and to allow access to the security workers of the Service Provider.
Član 9.	**Article 9**
Prijem Lokomotive i odgovornost za pričinjenu štetu	**Receiving of the Locomotive and liability for damages**
Primopredaja Lokomotive izvršiće se između Pružaoca usluga i Naručioca usluga ili lica određenog od strane Naručioca usluga na jednoj od dve železničke stanice naznačene u zahtevu za	The Locomotive will be handed over between the Service Provider and the Agent or a person designated by the Agent at one of the two railway stations specified in the request for use of the Locomotive – Subotica or Novi Sad.

korišćenje Lokomotive - stanica Subotica ili Novi Sad.	
Prilikom primopredaje Lokomotive, Naručilac usluga će predati Pružaocu usluga obrazac potvrde o ispravnosti Lokomotive. Forma obrasca Potvrde o ispravnosti Lokomotive data je kao Prilog 4 ovog Ugovora i čini njegov sastavni deo.	Upon receiving of the Locomotive, the Agent shall deliver to the Service Provider the form confirming the cconformity of the Locomotive. The form of the Locomotive Certificate of Conformity is given as Appendix 4 to this Agreement and forms an integral part hereof.
Prihvatanjem Potvrde o ispravnosti Lokomotive, Ugovorne strane su saglasne da je Lokomotiva u potpunosti ispravna i da odgovara dostavljenoj tehničkoj specifikaciji Lokomotive koja je data kao Prilog 2 ovog Ugovora.	By accepting the Certificate of Conformity of the Locomotive, the Parties agree that the Locomotive is completely in working condition and that it conforms with the submitted technical specification of the Locomotive which is given as Appendix 2 to this Agreement.
S obzirom da:	Since:
- Naručillac usluga angažuje Pružaoca usluga radi vuče vozova za potrebe testiranja novoizgrađene pruge na deonici Novi Sad – Subotica I postojeće deonice Sremski Karlovic – Novi Sad;	- The Agent hires the Service Provider for the purpose of towing trains for the needs of testing the newly built railway on the section Novi Sad – Subotica and the existing section Sremski Karlovci – Novi Sad
- Se gore navedeno testiranje vrši u cilju dobijanja upotrebne dozvole za predmetnu deonicu pruge;	- The above testing is performed in order to obtain a use permit for the subject railway section;
- Ne postoje zvanične smernice odnosno propisi za upotrebu gore navedene novoizgrađene pruge na deonici Novi Sad - Subotica;	- There are no official guidelines or regulations for the use of the above-mentioned newly built railway on the section Novi Sad - Subotica;
- Pružalac usluga postupa isključivo u skladu sa instrukcijama datim od strane Naručioca usluga;	- The Service Provider acts exclusively in accordance with the instructions given by the Agent;
Tako su Ugovorne strane saglasne da se trenutkom prijema Lokomotive i potpisivanjem Potvrde o ispravnosti Lokomotive, sva odgovornost za eventualnu štetu pričinjenu, kako na Lokomotivi, tako na predmetnoj deonici novoizgrađene pruge i trećim licima, prenosi isključivo na Naručioca usluga. Pružalac usluga od trenutka prijema Lokomotive i potpisivanja Potvrde o ispravnosti Lokomotive, neće biti odgovoran za bilo koju i svu eventualnu štetu pričinjenu trećim licima i stvarima.	Thus, the Parties agree that at the time of receiving the Locomotive and signing the Certificate of Conformity of the Locomotive, all liability for any damage caused both to the Locomotive and the section of the newly built railway and to any third party, is transferred exclusively to the Agent. From the moment of receipt of the Locomotive and signing the Certificate of the Conformity of the Locomotive, the Service Provider will not be liable for any and all damage caused to any third party or material objects;

Šteta nastala usled redovnog korišćenja Lokomotive prema važećim propisima neće biti prenesena na Naručioca usluga.	The damage occurred to the Locomotive due to the normal operation in accordance with relevant regulations shall not be undertaken by the Agent.
Naručilac usluga se obavezuje da svu eventualnu pričinjenu štetu na Lokomotivi, nastalu od trenutka prijema Lokomotive na stanici naznačenoj u zahtevu za korišćenje Lokomotive do trenutka otpreme Lokomotive iz stanice naznačene u zahtevu za korišćenje Lokomotive, bez odlaganja naknadi Pružaocu usluga, a najkasnije u roku do 15 dana od dana specifikacije štete. Sva eventualna šteta biće utvrđena od strane ovlašćenog servisera po izboru Pružaoca usluga u formi izveštaja.	The Agent undertakes to reimburse all possible damage caused to the Locomotive, incurred from the moment of receiving the Locomotive at the station specified in the request for use of the Locomotive until the moment of dispatch of the Locomotive from the station specified in the request for use of the Locomotive, without delay not later than 15 days after the date of the damage specification. All possible damage will be determined by an authorized repairer of Service Provider's choice in the form of a report.
Ugovorne strane su saglasne da Lokomotiva bude kasko osigurana od štete nastale usled pružanja Usluga. Naručilac usluga će snositi trošak kasko osiguranja Lokomotive, u dnevnom iznosu od 650 evra, za period važenja Ugovora.	The Parties agree that the Locomotive is insured against damage occurred in the course of provision of Services. The Agent shall be responsible for paying the insurance costs of the Locomotive, in the daily amount of Euro 650, for the period of the Contract.
Ugovorne strane su saglasne da Lokomotiva nema dodatnu dozvolu za korišćenje u železničkom saobraćaju na teritoriji Republike Srbije. Ugovorne strane su saglasne da će po dolasku Lokomotive u Srbiju biti ishodovana dodatna dozvola za korišćenje Lokomotive na prugama u Republici Srbiji Lokomotiva će moći da saobraća i na deonici Sremski Karlovci - Novi Sad kada se komercijalna vožnja zatvori.	Contractual Parties agree that the Locomotive does not have additional permit for the use in the rail traffic on the territory of Republic of Serbia. Contractual Parties agree that permit for the use in the rail traffic on the territory of Republic of Serbia will be issued upon the Locomotive arrival in Serbia. The Locomotive shall be able to run in the Sremski Karlovci - Novi Sad section as well when the commercial service is closed.
Trajanje Ugovora i prestanak Ugovora	**Duration of the Contract and termination of the Contract**
Član 10.	**Article 10**
Ovaj Ugovor se zaključuje na određeni period odnosno do 15.10.2024. godine. Naručilac usluga može da zahteva produžetak trajanje ovog Ugovora za još dodatnih tri (3) meseca dostavljanjem pisanog zahteva za produženje Ugovora Pružaocu usluga najkasnije 30 dana pre isteka Ugovora, sa kojim zahtevom Pružalac usluga mora da se saglasi.	This Contract is concluded for a certain period, i.e. until October 15th, 2024. The Agent may request to extend the duration of this Contract for an additional three (3) months by submitting a written request for extension of the Contract to Service Provider no later than 30 days before the expiration of the Contract, and the Service Provider has to agree with such request.

Produžetak Ugovora će biti potvrđen po dobijanju saglasnosti vlasnika Lokomotive. Naknada za dodatni period se obračunava prema ceni dnevnog najma definsanog u tački 1, Člana 3, za broj dana definisan u pisanom zahtevu Agenta. Naručilac usluga je u obavezi da pokrije troškove kasko osiguranja lokomotive za dodatni period najma dostavjen u pisanom zahtevu o produženju Ugovora. Dnevni iznos osiguranja iznosi 650 evra.	Extension of Contract will be confirmed after receipt of Locomotive owners approval. Fee for additional period is calculated for a number of days declared by Agent in a written request, calculated on a daily rental fee defined by Point 1 of Artical 3. Agent shell cover insurance costs of the Locomotive, in the daily amount of Euro 650, for the period submitted in a written request of extension.
Član 11.	**Article 11**
Ovaj Ugovor može se raskinuti i pre isteka ugovorenog roka iz iz člana 10., iz sledećih razloga:	This Contract may be terminated before the expiration of the agreed period referred to in Article 10, for the following reasons:
– Ukoliko Naručilac usluga ne vrši plaćanja na način predviđen ovim Ugovorom;	– If the Agent does not make payments in the manner provided for in this Contract;
– Ukoliko bilo koja Ugovorna strana ne poštuje odredabe ovog Ugovora i Zakona o obligacionim odnosima.	– If either Party does not comply with the provisions of this Contract and the Law on Obligations.
Ugovorna strana koja otkazuje Ugovor mora poštovati otkazni rok od 5 (pet) dana.	The Party that cancels the Contract must respect the notice period of 5 (five) days.
Viša sila	**Force Majeure**
Član 12.	**Article 12**
Ugovorne strane oslobađaju se delimično ili potpuno neizvršenja obaveza po ovom Ugovoru, ukoliko je ona posledica više sile.	The Parties shall be released from partial or complete non-performance of obligations under this Contract, if such non-performance is the result of force majeure.
Pod okolnostima više sile podrazumevaju se okolnosti koje su nastale posle zaključenja ovog Ugovora, kao rezultat vanrednih događaja nezavisno od volje ugovornih strana, kao što su: rat, zemljotresi, poplave, požari, epidemija, akti državnih organa od uticaja na izvršenje obaveza.	Circumstances of force majeure shall mean circumstances that arose after the conclusion of this Contract, as a result of extraordinary events regardless of the will of the Parties, such as: war, earthquakes, floods, fires, epidemics, acts of state bodies affecting the fulfillment of obligations.
Ugovorna strana pogođena višom silom treba odmah telegramom/elektronskom poštom da obavesti drugu Ugovornu stranu o nastanku okolnosti koje sprečavaju izvršenje ugovorne obaveze. Ugovorna strana koja blagovremeno ne obavesti drugu Ugovornu stranu o nastupanju okolnosti iz drugog stava ovog člana, koja je tom	The Party affected by force majeure shall immediately notify the other Party by telegram / e-mail of the occurrence of circumstances that prevent the performance of the contractual obligation. A Party which does not promptly notify the other Party of the occurrence of a circumstance referred to in the second paragraph of this Article,

okolnošću pogođena, ne može se pozivati na nju, izuzev ako sama ta okolnost ne sprečava slanje takvog obaveštenja. Za vreme trajanja više sile obaveze iz Ugovora miruju i ne primenjuju se sankcije zbog neizvršenja ugovornih obaveza.	which is affected by that circumstance, may not invoke it, unless that circumstance itself prevents the sending of such notification. During the period of force majeure, the obligations from the Contract are suspended and sanctions for non-performance of contractual obligations are not applied.
Nastupanjem okolnosti iz ovog člana produžava se rok za ispunjenje ugovornih obaveza i to za period koji po svom trajanju odgovara trajanju nastale okolnosti i razumnog roka otklanjanja posledica tih okolnosti.	The occurrence of the circumstances referred to in this Article extends the deadline for the performance of contractual obligations for a period which, in terms of its duration, corresponds to the duration of the circumstances and a reasonable period of mitigating the consequences of those circumstances.
Ukoliko nastale okolnosti iz ovog člana traju duže od 30 dana Ugovorne strane zadržavaju pravo da raskinu ugovor.	If the circumstances referred to in this Article last longer than 30 days, the Parties reserve the right to terminate the contract.
Član 13.	**Article 13**
Ugovorne strane su saglasne da se na odnose koji nisu uređeni ovim Ugovorom primenjuju odredbe Zakona o obligacionim odnosima koje uređuju materiju zakupa.	The Parties agree that the provisions of the Law on Obligations governing the subject of the lease shall apply to relations not otherwise regulated by this Contract.
Član 14.	**Article 14**
Ugovorne strane su saglasne da će eventualne sporove rešavati mirnim putem, a ukoliko to nije moguće, spor će se rešiti pred nadležnim Privrednim sudom u Beogradu.	The Parties agree that they will resolve possible disputes amicably, and if that is not possible, such disputes will be resolved by the competent Commercial Court in Belgrade.
Osobe za kontakt	Contact persons

Od strane Naručioca usluga/ Agent's contact personnel

Ime i prezime/ Name and surname	Funkcija/Function	Telefon/Phone	E- adresa/E-mail address
Yu Hui	Commercial contact/Komercijalni kontakt	066 8889666	yu.hui@crsc.rs
Yang Shuo	Technnical contact/Tehnički kontakt	066 8879205	yangs@crscd.com.cn

Od strane Pružaoca usluga/Service Provider's contact personnel:

Ime i prezime/ Name and surname	Funkcija/Function	Telefon/Phone	E- adresa/E-mail address
Lazar Radaković	Izvršni dikretor / Manageing director	069.32.55.005	lazar.radakovic@transagent.rs

Mile Krivokuća	Šef dispečerske službe / Chief of Dispatching centar - operational planning	069.32.55.017	Disp.top@transagent.rs
Aleksandar Cvetković	Dispečer – planer operativno planiranje/ Dispatcher planner - operational planning	069.32.55.016	Disp.top@transagent.rs

Član.15.	**Article 15**
Ovaj Ugovor je sačinjen u 6 (šest) istovetnih primeraka od kojih svaka ugovorna strana zadržava po 3 (tri) primerka. Ugovor je sačinjen dvojezično, na srpskom i engleskom jeziku, u slučaju nesaglasnosti između ovih verzija, preovlađujuća je verzija na engleskom jeziku.	This Contract is made in 6 (six) counterparts, of which each Party keeps 3 (three) copies. The language of the Contract is English. The Agreement is made bilingual, in Serbian and English language. In case of discrepancies, prevailing shall be English language.
Član 16.	**Article 16**
Ovaj Ugovor smatra se zaključenim i stupa na snagu kada ga potpišu sve ugovorne strane.	This Contract shall be deemed concluded and shall enter into force upon signature by all Parties.
Prilog 1 – Zahtev za ponudom Krajnjeg korisnika i Ponuda Pružaoca usluge	Appendix 1 - Request for the offer of the End User and the Offer of the Service Provider
Prilog 2 – Specifikacija lokomotiva	Appendix 2 - Locomotives specification
Prilog 3 – Cenovnik Pružaoca usluga	Appendix 3 - Price list of the Service Provider
Prilog 4 - Forma obrasca Potvrde o ispravnosti Lokomotive	Appendix 4 - Form of the Locomotive Certificate of Conformity
Prilog 5 – Profaktura Pružaoca Usluga br. _____.	Appendix 5 – Proforma invoice by Service Provider no. _____.

Naručilac usluga / Agent

CRSC INTERNATIONAL CO. LTD. OGRANAK BEOGRAD

Mr. Xu Yang, the statutory representative of CRSC INTERNATIONAL CO. LTD. OGRANAK BEOGRAD

Pružalac usluga/Service Provider

TRANSAGENT OPERATOR DOO BEOGRAD

Lazar Radaković, director/direktor

Alberto Kontuš